

STATE OF INDIANA) IN THE HENDRICKS ~~CIRCUIT~~ SUPERIOR COURT No. 2
) SS:
COUNTY OF HENDRICKS) AVC NO. 07-013

IN RE:)

Integrity Homes, Inc.)
d/b/a Integrity Building Products,)

David J. Wagley,)
President of Integrity Homes, Inc.,)

and)

Paul J. Wagley,)
Vice President and Secretary of)
Integrity Homes, Inc.,)

Respondents.)

32 P02 -0705 -M1-3
MISCELLANEOUS DOCKET NO.:

FILED
CLERK OF HENDRICKS COUNTY
2007 MAY 14 AM 9:10
Integrity Homes, Inc.

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and Respondents, Integrity Homes, Inc., David J. Wagley, and Paul J. Wagley, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent Integrity Homes, Inc. is an Indiana corporation engaged in the sale and construction of new homes. Respondent maintains a principal place of business at 428 East Main Street, Brownsburg, Indiana 46112. Respondent has conducted business in Indiana using

the assumed business name "Integrity Building Products." Respondent was a party to a consumer transaction with Indiana consumers Shane and Catina Headlee of Brownsburg, Indiana, involving the construction of a new home.

2. Respondent David J. Wagley is President of Integrity Homes, Inc., and has directed and controlled the corporate respondent's activities. Respondent David Wagley resides at 7443 Windridge Way, Brownsburg, Indiana 46112.

3. Respondent Paul J. Wagley is Vice-President and Secretary of Integrity Homes, Inc., and has directed and controlled the corporate respondent's activities. Respondent Paul J. Wagley resides at 1345 Section St., Plainfield, Indiana 46168.

4. The terms of this Assurance apply to and are binding upon Respondents and Respondents' agents, employees, officers, owners, representatives, assigns, and successors. Paragraphs 11, 13, and 14 apply only to Respondents.

5. Respondents acknowledge the jurisdiction of the Indiana Attorney General to investigate matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code §§ 24-5-0.5-1 through -12.

6. The parties agree that if any term used in this Assurance is defined under Ind. Code §§ 24-5-0.5-1 through -12 (the "Act"), the term shall have the meaning set forth under the Act.

7. Respondents agree that they shall not represent, orally, in writing, or through their actions, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which Respondents know or should reasonably know it does not have.

8. Respondents agree that they shall not represent, orally, in writing, or through their actions, that a specific price advantage exists as to the subject of a consumer transaction, if it does not and if Respondents know or should reasonably know that it does not.

9. Respondents agree that they shall not represent, orally, in writing, or through their actions, that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if Respondents know or should reasonably know that the representation is false.

10. Respondents agree to fully comply with the Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1 through 12.

11. Upon signing this Assurance, Respondents shall pay the amount of Eight Thousand Three Hundred Twenty One and 41/100 dollars (\$8,321.41) to the Indiana Attorney General as consumer restitution to consumers Shane and Catina Headlee of Brownsburg, Indiana. The Attorney General shall disburse this money to the Headlees.

12. Within 45 days of signing this Assurance, Respondents shall have completed and/or repaired the following items remaining on the the Headlees' construction project:

- a. Repair or replace windows whose glass was scratched during installation;
- b. Repair trim currently pulling away from the garage wall, as needed to bring within Builder's Association of Greater Indianapolis ("BAGI") tolerances;
- c. Repair paint chipping from trim of exterior doors, as needed to bring within BAGI tolerances;
- d. Reimburse the Headlees for the cost of replacing the defective dining room blind;

e. Repair upstairs crown molding currently pulling away from wall, as needed to bring within BAGI tolerances;

f. Repair or complete caulking and finishing of all trim in house, as needed to bring within BAGI tolerances; and

g. Repair all "nail pops" in drywall of house, as needed to bring within BAGI tolerances.

13. Upon signing this Assurance, Respondents shall pay the amount of two thousand five hundred dollars (\$2,500.00) to the Indiana Attorney General for consumer education, litigation, or other consumer protection purposes at the discretion of the Attorney General.

14. Upon signing this Assurance, Respondents shall pay to the Indiana Attorney General one thousand dollars (\$1,000.00) as costs of the Indiana Attorney General's investigation of this matter.

15. Respondents shall not represent that the Indiana Attorney General approves or endorses their past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

16. Respondents shall fully cooperate with the Indiana Attorney General in the resolution of any future written complaints the Consumer Protection Division receives against any of them.

17. This Assurance does not constitute Respondents' admission of guilt or liability.

18. The Indiana Attorney General shall file this Assurance with the Circuit or Superior Court of Hendricks County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 1st day of MAY, 2007.

Attorney General of Indiana

By:

Integrity Homes, Inc

By:

David J. Wagley

Paul J. Wagley

APPROVED this

Dispose.

Judge, Hendricks ~~Circuit~~ Superior Court